

RECORDATION NO. 7454-E Filed 1425

SEP - 4 1979 - 2 05 PM

INTERSTATE COMMERCE COMMISSION

**Pullman Incorporated**

No. 0-227AC74  
Date SEP 4 1979  
Fee \$ 10.00

200 South Michigan Avenue  
Chicago, Illinois 60604  
(312) 322-7049  
Telex 25-4036

ICC Washington, D. C.

**William O. Eldridge**  
Attorney

August 29, 1979

Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Re: Filing  
Pullman Leasing Company  
Supplemental Agreement No. 5  
Equipment Trust Agreement  
Dated as of April 1, 1974  
(Series 5)

Dear Mr. Secretary:

Enclosed for recording under Section 49 U.S.C. 11303 are executed counterparts Numbers 3, 4 and 5 of the Supplemental Agreement No. 5, (hereinafter referred to as the "Supplement"), dated as of March 13, 1979, to the Equipment Trust Agreement (hereinafter referred to as the "Agreement"), dated as of April 1, 1974 between The Chase Manhattan Bank, as Trustee, 1 New York Plaza, New York, New York 10015, and Pullman Transport Leasing Company (presently known as Pullman Leasing Company), 200 South Michigan Avenue, Chicago, Illinois 60604. The Agreement was filed with the Commission on March 29, 1974, and was assigned Recordation Number 7454. Supplemental Agreement No. 1 dated as of April 4, 1974, was filed with the Commission on May 10, 1974, and was assigned Recordation Number 7454-A. Supplemental Agreement No. 2 dated as of January 21, 1976, was filed with the Commission on July 12, 1976, and was assigned Recordation Number 7454-B. Supplemental Agreement No. 3 was filed with the Commission on November 15, 1976, and was assigned Recordation Number 7454-C. Supplemental Agreement No. 4 dated as of November 1, 1977, was filed with the Commission on March 9, 1978, and was assigned Recordation Number 7454-D.

Under the Agreement, the Trustee leases the Trust Equipment described therein to the Pullman Leasing Company, formerly known as Pullman Transport Leasing Company.

SEP 4 1979  
FEB 1 1980  
FEB 1 1980

*Mary K. Hendricks*

August 29, 1979

Pullman Incorporated

Secretary  
Interstate Commerce Commission  
Page 2.

The Supplement was entered into by Pullman Leasing Company and the Trustee for the purpose of deleting from the Agreement units of the Trust Equipment which have become worn out, unsuitable for use, lost or destroyed, and to substitute therefor other units of Equipment.

I am also enclosing a Pullman Leasing Company check payable to the order of the Interstate Commerce Commission in the amount of \$10.00 as the recording fee for recording the Supplement.

Pursuant to the Commission's rules and regulations for recording of certain documents under Section 49 U.S.C. 11303, please duly file two of the enclosed counterparts for record in your office and return the remaining copy, together with the Certificate of Recording, to the messenger making this delivery.

If you have any question concerning this request, please call me collect.

Very truly yours,



WOE:hla

Enclosures

5/1/70

**Interstate Commerce Commission**  
**Washington, D.C. 20423**

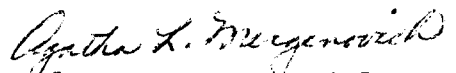
**OFFICE OF THE SECRETARY**

William O. Eldridge  
Pullman Incorporated  
200 South Michigan Ave  
Chicago, Illinois 60604

Dear Sir

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 9/4/70 at 2:05pm, and assigned re-recording number(s). 7454-E

Sincerely yours,

  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

7484-E  
RECORDATION NO. .... Filed 1425

SEP - 4 1979 - 2 05 PM

INTERSTATE COMMERCE COMMISSION

EXECUTED IN 6 COUNTERPARTS

COUNTERPART NO. 3

PULLMAN TRANSPORT LEASING COMPANY

EQUIPMENT TRUST

(Series 5 )

SUPPLEMENTAL AGREEMENT NO. 5

Dated as of March 13, 1979

TO

Equipment Trust Agreement

Dated as of April 1, 1974

BY AND BETWEEN

The Chase Manhattan Bank  
(National Association)  
Trustee

AND

Pullman Transport Leasing Company  
(Presently known as Pullman Leasing Company)

SUPPLEMENTAL AGREEMENT NO. 5

EQUIPMENT TRUST AGREEMENT

DATED AS OF April 1, 1974

(Series 5 )

This Supplemental Agreement, (hereinafter called the "Supplemental Agreement"), dated as of March 13, 1979 , by and between The Chase Manhattan Bank (National Association) , a national banking association incorporated and existing under the laws of the United States, as Trustee, (hereinafter called the "Trustee"), and Pullman Leasing Company, formerly known as Pullman Transport Leasing Company, a corporation duly organized and existing under the laws of the State of Delaware, (hereinafter called the "Company").

WHEREAS, the Trustee, and the Company entered into an Equipment Trust Agreement dated as of April 1, 1974 , and have heretofore amended such Equipment Trust Agreement, (which Equipment Trust Agreement as so amended is hereinafter called the "Equipment Trust Agreement"); and

WHEREAS, several units of the Trust Equipment, as defined in the Equipment Trust Agreement have become worn out, unsuitable for use, lost or destroyed and have been reported by the Company to the Trustee as required by Section 5.08 of the Equipment Trust Agreement; and

WHEREAS, in accordance with Section 5.06 of the Equipment Trust Agreement, the Company wishes to convey to the Trustee other Equipment, as defined in the Equipment Trust Agreement, which has a value to the Company of not less than the value of such units of Trust Equipment which have become worn out, unsuitable for use, lost or destroyed in lieu of delivering to the Trustee cash equal to the value of such units of Trust Equipment; and

WHEREAS, Section 12.01 of the Equipment Trust Agreement authorizes the Trustee and the Company to enter into an agree-

ment or agreements supplemental to the Equipment Trust Agreement which do not adversely affect the interests of the holders of Trust Certificates, as defined in the Equipment Trust Agreement, without the consent of such holders; and

WHEREAS, pursuant to the provisions of Section 12.01 of the Equipment Trust Agreement, the Trustee and the Company heretofore have entered into Supplemental Agreement No. 1 dated as of April 4, 1974; Supplemental Agreement No. 2 dated as of January 20, 1976; Supplemental Agreement No. 3 dated as of June 10, 1976; Supplemental Agreement No. 4 dated as of November 1, 1977; and

WHEREAS, the Trustee and the Company desire to enter into the Supplemental Agreement to permit such substitution of units of Equipment for the units of Trust Equipment which heretofore have become worn out, unsuitable for use, lost or destroyed.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the Trustee and the Company agree as follows:

1. Attached hereto as Schedule A is a list of units of Trust Equipment which have become worn out, unsuitable for use, lost or destroyed since November 1, 1977. Each of such units of Trust Equipment are hereby deleted from Schedule A to the Equipment Trust Agreement.

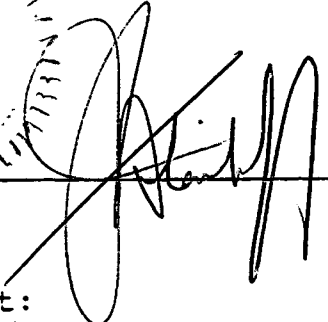
2. Attached hereto as Schedule B is a list of units of Equipment which are to be conveyed by the Company to the Trustee in accordance with Section 5.06 of the Equipment Trust Agreement in substitution for the units of Trust Equipment listed in Schedule A hereto. Upon such conveyance by the Company, such units of Equipment shall be substituted for units of Trust Equipment listed in Schedule A hereto and shall become Trust Equipment.

3. The Equipment Trust Agreement, as further amended by the Supplemental Agreement, shall continue in full force and effect.

In Witness Whereof, the Trustee and the Company have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

Attest:

Attest:

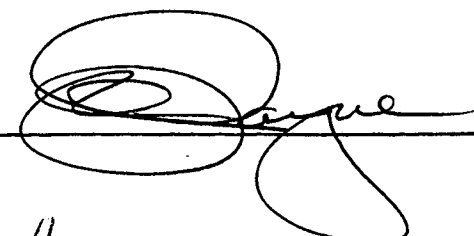
  
\_\_\_\_\_  
Jerome F. Lopez  
Assistant Secretary

The Chase Manhattan Bank  
(National Association)

BY

Pullman Leasing Company

BY

  
\_\_\_\_\_  
Hugh W. Oster  
President

STATE OF ILLINOIS)  
 ) SS  
COUNTY OF COOK )

I, Kathleen E. Helman , a Notary Public in and for such County and State, do hereby certify that Hugh W. Foster, personally known to me to be President of Pullman Leasing Company, a Delaware corporation, and Jerome F. Reszel, personally known to me to be an Assistant Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing Supplemental Agreement, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as President and Assistant Secretary of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 13th day of March , 1979.

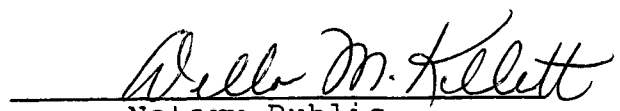
  
Notary Public

My commission expires: December 21, 1982

STATE OF *NEW YORK* )  
 ) SS  
COUNTY OF *NEW YORK* )

I, Della M. Killett , a Notary Public in and for such County and State, do hereby certify that J.A. Payne , personally known to me to be Vice President of The Chase Manhattan Bank, N. A. and J. W. STEINHOFF , personally known to me to be ASSISTANT SECRETARY of said Bank, and personally known to me to be the same persons whose names are subscribed to the foregoing Supplemental Agreement, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as Vice President and ASSISTANT SECRETARY of said Bank and caused the seal of said Bank to be affixed thereto, pursuant to authority as their free and voluntary act and as the free and voluntary act and deed of said Bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 3rd day of August , 1979.

  
Notary Public  
DELLA M. KILLETT  
Notary Public, State of New York  
No. 24-4659667  
Qualified in Kings County  
Certificate Filed in New York County  
Commission Expires March 30, 1981



SCHEDULE 1  
EQUIPMENT TRUST AGREEMENT  
DATED AS OF April 1, 1974  
(Series 5 )

<u>Quantity</u>	<u>Description</u>	<u>Car Numbers</u>	<u>Fair Value</u>	<u>Equipment first put into use not later than</u>
1	20,800 Gal. Tank Car	PTLX 120157	\$ 19,058.84	11/73
2	4750 Cu. Ft. Cap. 100-Ton Covered Hopper Cars	PTLX 33919,33924	25,898.02	4/73
2	4750 Cu. Ft. Cap. 100-Ton Covered Hopper Cars	PTLX 33906,33923	25,898.02	5/73
2	4750 Cu. Ft. Cap. 100-Ton Covered Hopper Cars	PTLX 34172,34180	27,315.20	9/73
5	4750 Cu. Ft. Cap, 100-Ton Covered Hopper Cars	PTLX 34224,34404,34456, 34599,34707	70,271.28	10/73
1	4750 Cu. Ft. Cap. 100-Ton Covered Hopper Car	PTLX 34684	14,115.48	11/73
2	4750 Cu. Ft. Cap. 100-Ton Covered Hopper Cars	PTLX 34799,34925	28,408.00 \$210,964.84	12/73

SCHEDULE B  
EQUIPMENT TRUST AGREEMENT  
DATED AS OF April 1, 1974  
(Series 5 )

<u>Quantity</u>	<u>Description</u>	<u>Car Numbers</u>	<u>Original Cost</u>	<u>Fair Value</u>	<u>Equipment first put into use not later than</u>
7	23,500 Gal. Coiled and Insulated Tank Cars	PTLX 223802-223808, both inclusive	\$265,391.54	\$233,748.38	4/75